

OFFICIAL RECORD

Requested By:
DC/COMPTROLLER

Assessor's Parcel Number: N/A

Date: AUGUST 12, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder

Page: 1 OF 6 Fee: 0.00
BK-0810 PG- 2780 RPTT: 0.00



Name: HEATHER FIELD, COMPTROLLER

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2010.195

(Title of Document)

MSA CONTRACT #1715

AGREEMENT FOR THE LEASE OF EQUIPMENT

A Contract Between the State of Nevada
Acting By and Through Its

Douglas County
DA OFFICE
1594 Esmeralda Ave
Minden, NV 89423

and

XEROX CORPORATION
Michelle DeCarlo-Lintzner
2485 Natomas Park Drive Suite 250
Sacramento, CA 95833
Office: 775-833-0623 Fax: 1-877-518-4579

FILED
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2010 AUG 12 AM 10:57
FEDERAN
CLERK
[Signature]

WHEREAS, NRS 333.150 authorizes the Chief of the Purchasing Division to approve the rental or lease of equipment by using agencies; and

WHEREAS, it is deemed that the lease of this equipment is both necessary and for the good of the State of Nevada;
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **LEASE TERM.** This Agreement shall be effective from Date of Install to 60 months, unless sooner terminated by either party as set forth in this Agreement in paragraph (9).
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Lessor" means a person or entity from whom the State has leased equipment under the terms and conditions set forth in this Agreement. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
4. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this Agreement incorporates the following attachments in descending order of constructive precedence; a Lessor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Agreement:

ATTACHMENT AA: LESSOR'S RESPONSE

5. **CONSIDERATION.** The parties agree that Lessor will provide the services specified in paragraph (5) at a cost of \$ 616.23 per Month (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Agreement or installments payable: for 60 months, not to exceed total of lease payments, excluding meter charges and late fees. The State does not agree to reimburse Lessor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Agreement term) or a termination as the results of legislative appropriation may require.

6. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to the Agreement and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the

Lessor to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a state claim and that this amount will be deducted from the state claim payment due to the Lessor.

7. TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. Termination With Penalty. Leases may be bought out and returned to Lessor, although operational, non cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less.

c. State Termination for Nonappropriation. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Agreement, and Lessor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Leasing Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

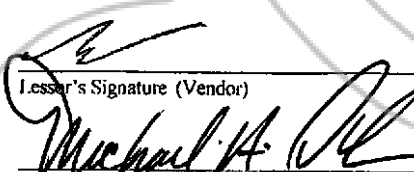
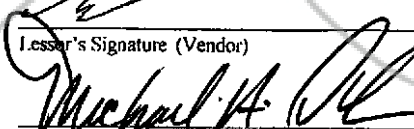
d. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Lessor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements.

8. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by Lessor before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Lessor.

9. ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties as related to the lease of this equipment and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

<p> Lessor's Signature (Vendor)</p>	<p>7/23/2010 Date</p>	<p>Services & Solutions Executive Lessor's Title</p>
<p> Leasing Agency Signature</p>	<p>August 5, 2010 Date</p>	<p>Chairman, Board of Commissioners Title</p>
<p>_____ Signature</p>	<p>_____ Date</p>	<p>_____ Title</p>
<p>Greg Smith</p>	<p>_____ Date</p>	<p>Administrator, Purchasing Division Title</p>



Lease Agreement

Customer: DOUGLAS, COUNTY OF

Bill To: DOUGLAS COUNTY
 MANAGER
 Po Box 218
 Minden, NV 89423-0218

Install: DOUGLAS COUNTY
 JUDICIAL & LAW
 Da Office
 1625 8th St
 Minden, NV 89423-4206

Negotiated Contract · 072456100

Solution			
Item	Product Description	Agreement Information	Trade Information
1. P4112CP	(4112 COPIER/PRINTER) - High Capacity Feeder - D4 Stapler Finisher 2-3 Hole - Data Security Kit - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox 4110CP S/N WEY105803 Trade-In as of Payment 56
			Requested Install Date: 8/16/2010

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges		Maintenance Plan Features	
		Meter	Volume Band		
1. P4112CP	\$616.23	1: Total	All Prints	\$0.0058	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$616.23	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.

Signer: C. Springmeyer Phone: _____

Signature: [Signature] Date: 8/11/10

Thank You for your business!
 This Agreement is proudly presented by Xerox and
Michelle DeCarlo-Lintzner
 (775)833-0623

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Lease Agreement



Terms and Conditions

INTRODUCTION:

1. **NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

SOLUTION/SERVICES:

2. **FREEFLOW LICENSE.** The following terms apply to Xerox FreeFlow Print Server /DocuSP software that is Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready, FreeFlow Process Manager, FreeFlow Output Manager, FreeFlow Web Services, FreeFlow Document Library, FreeFlow Prepress Suite, Print Shop PDF Conversion Tool, FreeFlow Print Manager - Advanced Path Print, and Digipath to FreeFlow Software Upgrade) ("FreeFlow Application Software") and will be additive to those found elsewhere in this Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software".

A. FreeFlow Software may contain Java technology licensed from Sun Microsystems, Inc. ("Sun"). You may not create additional classes to, or modifications of, the Java technology, except under compatibility requirements through a separate agreement available at www.java.net. Sun supports and thanks the global community of open source developers for its important contributions. Sun benefits from this community through the open standards-based technology from which many of Sun's products were developed. Please note that portions of FreeFlow Software may be provided with notices and licenses from open source developers and other third parties that govern the use of those portions. Any licenses granted hereunder do not alter any rights and obligations you may have under such open source licenses, however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all FreeFlow Software.

B. FreeFlow Base Software may contain Intellifont Software licensed from Monotype Imaging, Inc. ("Monotype"). You acknowledge that title to the Intellifont Software remains at all times with Monotype and agree not to disclose the Intellifont Software to any third party without the prior written consent of Monotype and Xerox.

C. FreeFlow Software may include and/or incorporate certain software provided by Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110 ("Adobe").

1. Adobe, Adobe Configurable PostScript Interpreter, Adobe Normalizer, Adobe Postscript and Adobe PDF Library (individually and collectively "Adobe Licensed Software") are either registered trademarks or trademarks of Adobe in the United States and/or other countries. Any use by you of trademarks permitted hereunder will be in accordance with accepted trademark practice, including identification of the trademark owner's name.

2. Adobe is a third party beneficiary of this Agreement to the extent that this Agreement contains provisions which relate to your use of Adobe Licensed Software. Such provisions are made expressly for the benefit of Adobe and are enforceable by Adobe in addition to Xerox.

3. You are granted the right to use (i) the digitally-encoded machine-readable outline data ("Font Programs") encoded in the special format and in the encrypted form ("Coded Font Programs") to produce weights, styles, and versions of letters, numerals, characters and symbols ("Typefaces") on the unit(s) of Equipment with which the Coded Font Programs were provided by Xerox, or if you install FreeFlow Application Software on a computer that you supply, then only on such computer; and (ii) the trademarks used by Xerox to identify the Coded Font Programs and Typefaces only to identify printed output produced by the Coded Font Programs.

4. You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula.html, you may also embed copies of the Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

5. If you license FreeFlow Process Manager without also licensing the 100-User PDF Conversion or the Maximum-User PDF Conversion option, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent printing purposes. If you have also licensed the 100-User PDF Conversion option, you may use FreeFlow Process Manager to convert files into the Adobe PDF format for a maximum of one hundred (100) users.

6. If you license FreeFlow Web Services, you may use high resolution Adobe PDF files

resulting from the automated conversion of documents only for your subsequent printing purposes.

D. You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by this Agreement; (c) use the embedded code within the FreeFlow Software outside of the equipment on which it was installed in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) publish the results of any benchmark tests of database software licensed from Oracle Corporation that is incorporated in FreeFlow Application Software; (f) use the FreeFlow Software for any purpose other than to carry out the purposes of this Agreement; or (g) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

E. Upon not less than forty-five (45) days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities. You agree to cooperate with the audit and provide reasonable assistance and access to information including, but not limited to, relevant records, agreements, workstations, servers, and technical personnel. If an audit reveals that you have underpaid fees in excess of five percent (5%), then you will pay Xerox's and/or its licensors' reasonable costs of conducting the audit.

F. In the event FreeFlow Process Manager is subject to a lending or leasing arrangement entered into with a party other than Xerox ("Financing Arrangement"), then, for the shorter of ten (10) years from the date of such Financing Arrangement or the specified term thereof, the party that provides the Financing Arrangement will not be prevented from enforcing a valid security interest by the nontransferable nature of the license granted to you hereunder, provided that the rights acquired by such party will otherwise be restricted in accordance with the terms set forth in the Agreement governing Application Software.

G. If you license FreeFlow Makeready Copyright Management ("FFCM"), the following terms apply: 1. You will not disclose the results of any benchmark test of Microsoft SQL Server to any third party without Microsoft's prior written approval. 2. If you use the Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"), you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rightsholder terms governing use of materials, which are accessible in FFCM. 3. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. 4. THE CCC SERVICE IS PROVIDED "AS IS", WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 5. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

H. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: 1. You may only install and use FreeFlow Process Manager on a computer having the ability to run a maximum of four processors. 2. Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications ("Workstation"). 3. If you use FreeFlow Application Software with any hardware or software other than a Workstation, all representations and warranties accompanying such FreeFlow Application Software will be void and any support/maintenance you contract for in connection with such FreeFlow Application Software will be voidable and/or subject to additional charges. 4. You are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications. Xerox reserves the right to charge its then-current time and materials rate for any time spent supporting a Workstation that does not meet Xerox's published specifications.

PRICING PLAN/OFFERING SELECTED:

3. **FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan

Lease Agreement



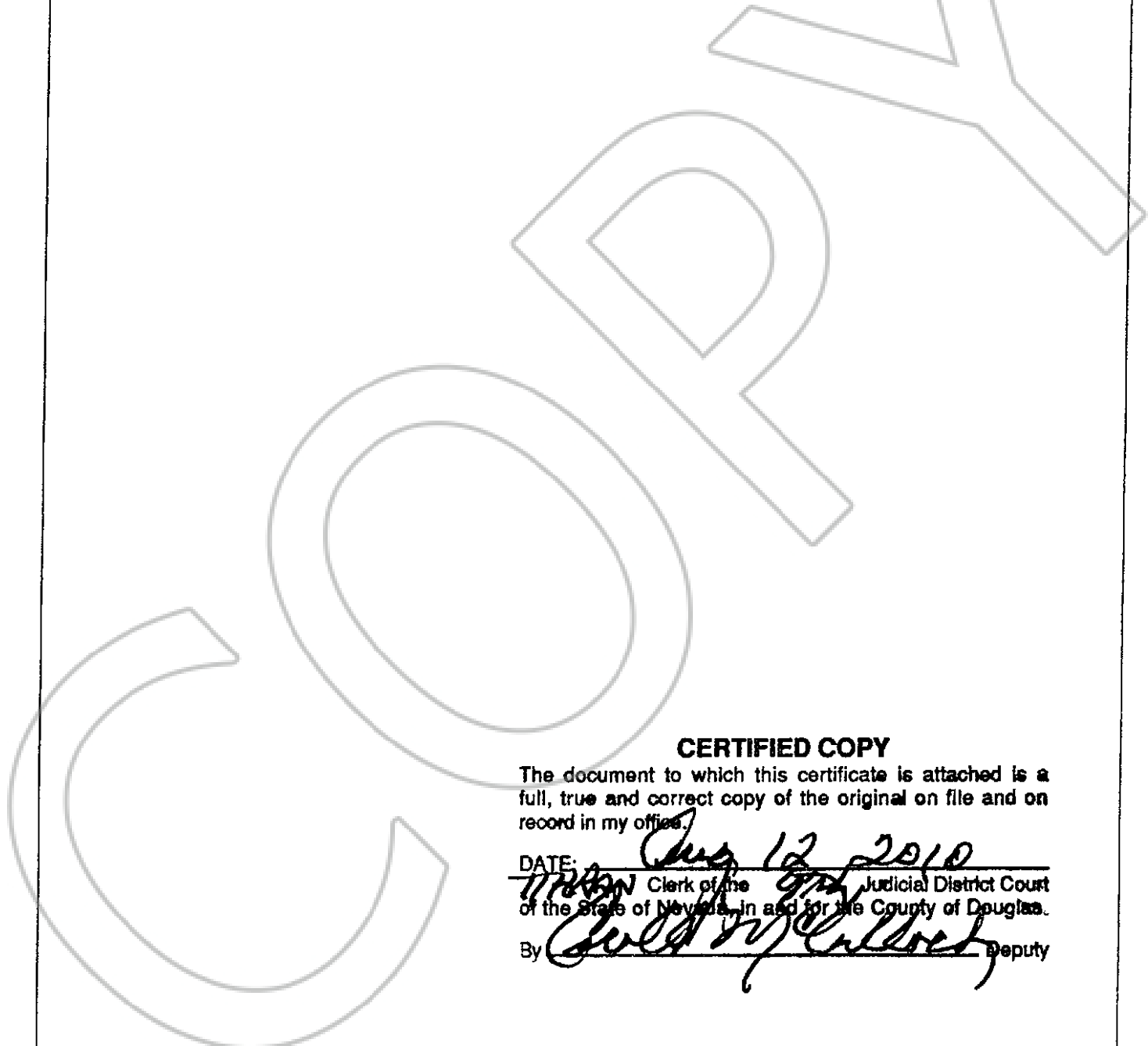
Terms and Conditions

Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

4. **REFINANCE.** The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

GENERAL TERMS & CONDITIONS:

5. **REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.



CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Aug 12 2010
[Signature] Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy